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JUN FU

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JUN FU,

Plaintiff,

v.

ROKID, INC.; DOES 1-100, inclusive,

Defendants.

ROKID, INC.,

Counter-Claimant,

v.

JUN FU; DOES 1-100, inclusive,

Counter-Defendants.

Case No. 3:23-cv-04327 (LB)

**STIPULATED PROTECTIVE ORDER**

State Complaint Filed: August 17, 2023

Removal Date: August 23, 2023

Trial Date: March 3, 2025

United States District Court  
Northern District of California

1 Angel R. Sevilla (State Bar No. 239072)  
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11 Attorneys for Defendant and Counter-Claimant  
12 ROKID, INC.  
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Plaintiff Jun Fu (“Plaintiff”) and Defendant Rokid, Inc. (“Defendant”), by and through their respective counsel of record, enter into the following Stipulation and Protective Order (“Protective Order” or “Order”)) in order to facilitate the exchange of information and documents which may be subject to confidentiality limitations on disclosure due to federal laws, state laws, and privacy rights:

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 13.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.4 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony,

transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action.

2.7 House Counsel: attorneys who are employees of a party to this action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.8 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action but are retained to represent or advise a party to this action and have appeared in this action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

2.10 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this action.

2.12 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.13 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

### 3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

However, the protections conferred by this Stipulation and Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for

1 protection do not qualify for protection, that Designating Party must promptly notify all other Parties  
2 that it is withdrawing the mistaken designation.

3 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,  
4 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or  
5 Discovery Material that qualifies for protection under this Order must be clearly so designated before  
6 the material is disclosed or produced.

7 Designation in conformity with this Order requires:

8 (a) For information in documentary form (e.g., paper or electronic documents, but  
9 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
10 affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion  
11 or portions of the material on a page qualifies for protection, the Producing Party also must clearly  
12 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

13 A Party or Non-Party that makes original documents or materials available for inspection need not  
14 designate them for protection until after the inspecting Party has indicated which material it would  
15 like copied and produced. During the inspection and before the designation, all of the material made  
16 available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified  
17 the documents it wants copied and produced, the Producing Party must determine which documents,  
18 or portions thereof, qualify for protection under this Order. Then, before producing the specified  
19 documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page that contains  
20 Protected Material. If only a portion or portions of the material on a page qualifies for protection, the  
21 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
22 markings in the margins).

23 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
24 Designating Party identify on the record, before the close of the deposition, hearing, or other  
25 proceeding, all protected testimony.

26 (c) for information produced in some form other than documentary and for any other  
27 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or  
28 containers in which the information or item is stored the legend “CONFIDENTIAL.” If only a portion

or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

5.4 Designation of Protected Material Pending Entry by the Court. It is the Parties' intent to be bound by the terms of this Protective Order pending its entry so as to allow for immediate production of CONFIDENTIAL Materials under the terms herein. The Parties further agree that each Party may retroactively designate Protected Material as CONFIDENTIAL following the Court's entry of this Protective Order under the terms herein.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. In the event that counsel for a Party receiving Documents, Testimony or Information in discovery designated as "CONFIDENTIAL" objects to such designation with respect to any or all of such items, or to any redaction made thereto, said counsel shall advise counsel for the Designating Party, in writing, of such objections, the specific reasons for such objections (the "Designation Objections"). Counsel for the Designating Party shall have thirty (30) days from receipt of the written Designation Objections to either: (a) agree in writing to de-designate or unredact Documents, Testimony or Information pursuant to any or all of the Designation Objections; and/or (b) file a motion with the Court seeking to uphold any or all designations or redactions on Documents, Testimony or Information addressed by the Designation Objections (the "Designation Motion"). Pending a resolution of the Designation Motion by the Court, any and all existing designations or redactions on the Documents, Testimony or Information at issue in such Motion shall remain in place. The Designating Party shall have the burden on any Designation Motion of establishing the applicability of its "CONFIDENTIAL" designation or redaction made thereto. In the event that the Designation Objections are neither timely agreed to nor timely addressed in the Designation Motion, then such Documents, Testimony or Information

1 shall be de-designated or unredacted in accordance with the Designation Objection applicable to  
2 such material.

3         6.2     Meet and Confer. The Challenging Party shall initiate the dispute resolution process by  
4 providing written notice of each designation or redaction it is challenging and describing the basis for  
5 each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must  
6 recite that the challenge to confidentiality is being made in accordance with this specific paragraph of  
7 the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin  
8 the process by conferring directly (in voice to voice dialogue; other forms of communication are not  
9 sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must  
10 explain the basis for its belief that the confidentiality designation or redaction was not proper and must  
11 give the Designating Party an opportunity to review the designated material, to reconsider the  
12 circumstances, and, if no change in designation is offered, to explain the basis for the chosen  
13 designation. A Challenging Party may proceed to the next stage of the challenge process only if it has  
14 engaged in this meet and confer process first or establishes that the Designating Party is unwilling to  
15 participate in the meet and confer process in a timely manner.

16         6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court  
17 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil  
18 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) or applicable Standing  
19 Order within 30 days of the initial notice of challenge or within 30 days of the parties agreeing that  
20 the meet and confer process will not resolve their dispute, whichever is earlier. Each such motion must  
21 be accompanied by a competent declaration affirming that the movant has complied with the meet and  
22 confer requirements imposed in the preceding paragraph. Failure by the Designating Party to make  
23 such a motion including the required declaration within 30 days shall automatically waive the  
24 confidentiality designation for each challenged designation. In addition, the Challenging Party may  
25 file a motion challenging a confidentiality designation at any time if there is good cause for doing so,  
26 including a challenge to the designation of a deposition transcript or any portions thereof. Any motion  
27 brought pursuant to this provision must be accompanied by a competent declaration affirming that the  
28 movant has complied with the meet and confer requirements imposed by the preceding paragraph.



The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 14 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to

Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

#### 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained

the Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

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10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. ADDITIONAL PROTECTION.

Nothing in this Protective Order shall be construed to preclude either Party from asserting in good faith that certain CONFIDENTIAL Materials require additional protection (such as redactions). The Parties shall meet and confer to agree upon the terms of such additional protection. The party producing documents with redactions will, at the same time as the documents are produced, provide a privilege log that is compliant with the applicable Local Rules and Standing Order; failure to comply with this requirement waives any privilege or other claim made as a basis for the redactions.

13. MISCELLANEOUS

13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

1           13.2   Right to Assert Other Objections. By stipulating to the entry of this Protective Order  
 2 no Party waives any right it otherwise would have to object to disclosing or producing any information  
 3 or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives  
 4 any right to object on any ground to use in evidence of any of the material covered by this Protective  
 5 Order.

6           13.3   Filing Protected Material. Without written permission from the Designating Party or a  
 7 court order secured after appropriate notice to all interested persons, a Party may not file in the public  
 8 record in this action any Protected Material. A Party that seeks to file under seal any Protected Material  
 9 must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to  
 10 a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local  
 11 Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material at  
 12 issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a  
 13 Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5 is  
 14 denied by the court, then the Receiving Party may file the information in the public record pursuant to  
 15 Civil Local Rule 79-5 unless otherwise instructed by the court.

16   14.    FINAL DISPOSITION

17           Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
 18 Receiving Party must return all Protected Material to the Producing Party or destroy such material. As  
 19 used in this subdivision, "all Protected Material" includes all CONFIDENTIAL Information or Items,  
 20 copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the  
 21 Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must  
 22 submit a written certification to the Producing Party (and, if not the same person or entity, to the  
 23 Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the  
 24 Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not  
 25 retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing  
 26 any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival  
 27 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
 28 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant

1 and expert work product, even if such materials contain Protected Material. Any such archival copies  
2 that contain or constitute Protected Material remain subject to this Protective Order as set forth in  
3 Section 4 (DURATION).

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6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

7 Dated: March 28, 2024

JACKSON LEWIS P.C.

8  
9 By: /s/ Spencer C. Ladd

Angel R. Sevilla

Spencer C. Ladd

10 Attorneys for Defendant and Counter-  
11 Claimant

ROKID, INC.

12  
13 Dated: March 28, 2024

MCCORMACK LAW FIRM

14  
15 By: /s/ Bryan J. McCormack

Bryan J. McCormack

16 Attorneys for Plaintiff and Counter-Defendant  
17 JUN FU

18 \*Counsel for Plaintiff, Jun Fu, authorized submission  
19 of his e-signature on this document in writing, by  
20 e-mail dated March 28, 2024, at 2:24 p.m.

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**[PROPOSED] ORDER**

**GOOD CAUSE APPEARING**, the terms of the Stipulation and Protective Order are hereby approved and adopted.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
THE HON. LAUREL BEELER  
UNITED STATES DISTRICT JUDGE

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the case of Jun Fu v. Rokid, Inc., United States District Court, Northern District of California, Case No. 3:23-cv-04327 (LB). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I understand that CONFIDENTIAL Materials, as defined in the Stipulation and Protective Order, including any notes or other records that may be made regarding any such materials, shall not be Disclosed to anyone except as expressly permitted by the Stipulation and Protective Order. I will not copy or use, except solely for the purposes of this Proceeding, any CONFIDENTIAL Materials obtained pursuant to this Protective Order, except as provided therein or otherwise ordered by the Court.

I further understand that I am to retain all copies of all CONFIDENTIAL Materials provided to me in the Proceeding in a secure manner, and that all copies of such Materials are to remain in my custody until termination of my participation in this Proceeding, whereupon the copies of such Materials will be destroyed or returned to counsel who provided me with such Materials.

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1 I further agree to submit to the jurisdiction of the United States District Court for the  
2 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective  
3 Order, even if such enforcement proceedings occur after termination of this action.

4 Executed this \_\_\_\_ day of \_\_\_\_, 20\_\_, at \_\_\_\_\_.

5 BY: \_\_\_\_\_

6 Signature \_\_\_\_\_

7 Title \_\_\_\_\_

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